

WEISBERG LAW
Matthew B. Weisberg, Attorney ID No. 85570
7 South Morton Ave.
Morton, PA 19070
610-690-0801
Fax: 610-690-0880
Attorney for Plaintiff

SCHAFKOPF LAW, LLC
Gary Schafkopf, Attorney ID No. 83362
11 Bala Ave
Bala Cynwyd, PA 19004
610-664-5200 Ext 104
Fax: 888-238-1334
Attorney for Plaintiff

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

JUDITH DRAKE

1211 George Rd.
Meadowbrook, PA 19046

Plaintiff,

v.

**NATIONAL LIFE INSURANCE
COMPANY**
2035 Lincoln Hwy
Ste 1050
Edison, NJ 08817

Defendant.

CIVIL ACTION

JURY OF TWELVE (12) JURORS
DEMANDED.

PARTIES, VENUE and JURISDICTION

1. Plaintiff, Judith Drake, is an adult individual residing at the above captioned address.
2. Upon information and belief, Defendant, National Life Insurance Company is incorporated in Vermont and registered to conduct business at the above captioned address.
3. Jurisdiction in this Honorable Court is based on a diversity of parties conferred by 28 U.S.C. § 1332.
4. Venue is proper in the in The United States District Court for The Middle District of Pennsylvania because this is where the transactions and occurrences that give rise to the

more John Doe defendants knowingly participated in, approved, cooperated in, directed, and/or had actual or constructive knowledge of all activities alleged, acted in concert with all other named and unnamed defendants pursuant to a common design with them, and/or gave substantial assistance or encouragement to other defendant in carrying out all alleged activities.

4. Jurisdiction in this Honorable Court is based on a diversity of parties conferred by 28 U.S.C. § 1332.
5. Venue is proper in the in The United States District Court for The Middle District of Pennsylvania because this is where the transactions and occurrences that give rise to the cause of action have taken place.

OPERATIVE FACTS

6. Plaintiff, Judith Drake, is the beneficiary of a life insurance policy, a policy number 2398215, with Defendant, National Life Insurance Company, through her deceased husband Eric E. Drake issued on October 1, 2006 valued at \$500,000.00. EXHIBIT A
7. Steven A. Fishman is an insurance agent with Defendant National Life Insurance and was the agent that provided and managed Eric E. Drake's policy.
8. On August 16, 2016, Plaintiff's husband Eric E. Drake committed suicide.
9. On or about August 25, 2016, Plaintiff notified Defendant about its policy holder's death and attempted to collect the death benefit on the policy.
10. Defendant refused to issue the death benefit claiming that the policy had lapsed on October 1, 2015 because the policy holder, Eric Drake had not paid his premium.

EXHIBIT B

11. As the beneficiary of the policy, Plaintiff should have received notices that the policy

holder had failed to make the payments and was at risk of losing her right to any money from the policy.

12. Defendant, National Life Insurance Company claims to have letters requesting payment of the premium to policy holder, Mr. Drake on September 2, 2015, November 3, 2015, and December 4, 2015. EXHIBIT C
13. Defendant, National Life Insurance Company claims to have a cancellation notice to the policy holder, Plaintiff and Mr. Fishman on or about December 14, 2015.
14. Plaintiff never received the cancellation notice nor any of the requests for payment of the premium.
15. Mr. Fishman never received any of the notices issued despite being listed on the alleged notices in the enclosure section.
16. Defendants failed to properly inform Plaintiff and Mr. Fishman that the policy would be cancelled for lack of payment.
17. At all times material to the claim, Defendant has placed their interests above the interests of the Plaintiff/Beneficiary.

COUNT I
BAD FAITH

18. Plaintiff incorporates by reference all prior paragraphs as if fully set forth at length herein.
19. The actions and/or omissions of Defendants constitute Bad Faith pursuant to Pa.C.S.A. §8371, et seq., and at common law.
20. Defendants' bad faith includes, but is not limited to:
 - a. Failing to inform Plaintiff about overdue payment, and cancellation of the policy as beneficiary of the policy;

- b. Failing to inform policy holder's agent about overdue payment and cancellation of the policy in a timely manner;
- c. Refusing without proper foundation to pay said claims;
- d. Failing to inform Plaintiff of their rights under the policies;
- e. Breaching its fiduciary relationship and contracts;
- f. At all times material, Defendants have conducted themselves in violation of the Pennsylvania Unfair Insurance Practices Act, 42 P.S. §1171, et seq., and Pennsylvania Unfair Claims Settlement Practices Act, 31. Pa.Code §146, et seq.
- g. Such other and further conduct which may be revealed throughout continuing discovery and/or at trial; and
- h. Establishing and exhibiting a pattern and practice of bad faith, representation and/or conduct benefiting the interests of Defendants, to the detriment of its insured, including Plaintiff.

40. At all times material, Defendants acted in Bad Faith and in violation of the aforesaid statute, as well as laws, statutes and ordinances of the controlling governments and/or municipalities.

41. As a direct and proximate result of the Defendants' bad faith conduct, Plaintiff has sustained severe financial harm.

COUNT II
NEGLIGENCE

42. Plaintiff incorporates by reference all prior paragraphs as if fully set forth at length herein.

43. All times material, Defendants deviated from the applicable standard of care and otherwise were negligent, careless, reckless, including but not limited to:

- a. Breaching Defendants' fiduciary duty to Plaintiff;
- b. Failing to notify the Plaintiff about overdue payment and cancellation of the policy in a timely manner;
- c. Failing to inform the Plaintiff of issues related to overdue payment of the policy in a timely manner;
- i. Failing to inform Plaintiff about cancelation of the policy in a timely manner in an effort to allow reinstatement of the policy;
- j. Refusing without proper foundation to pay said claims;

COUNT III
BREACH OF CONTRACT/QUASI-CONTRACT
UNJUST ENRICHMENT/ PROMISORY ESTOPPEL

- 44. Plaintiff incorporates by reference all prior paragraphs as if fully set forth at length herein.
- 45. At all times material, Plaintiff and Defendants were parties to the contracts (in the possession of Defendants), express and/or implied at law, of which Defendants are in breach, to Plaintiff's great personal detriment and injury as aforesaid.
- 46. At all times material, Defendants owed, Plaintiff as beneficiary of the policy, a duty of utmost fair dealing, to which said Defendants are in breach to Plaintiff's great personal detriment and injury as aforesaid.
- 47. At all times material, hereto, Defendants had a fiduciary duty to Plaintiffs which duty was breached by the reasons aforesaid.

COUNT IV
BREACH OF FIDUCIARY DUTY

- 48. Plaintiff incorporates by reference all prior paragraphs as if fully set forth at length

herein.

49. At all times material, Plaintiff and Defendants were parties to the contracts, express and/or implied at law, of which Defendants are in breach, to Plaintiff's great personal detriment and injury as aforesaid.

50. Defendants' fiduciary duties include obligations to exercise good business judgement, to act prudently in the administration of sending notice regarding any changes in the whole life policy, to notice beneficiary of any changes to their policy in good faith, to act in the best interests of the company and their policyholders, and to put the interest of the policyholder before their own.

51. Defendants breached their duties of loyalty and good faith by failing to comply with the terms of the policy and applicable law.

52. At all times material hereto, Defendants had a fiduciary duty to Plaintiff which duty was breached by the reasons aforesaid.

53. Plaintiff had been damaged by Defendants' breach of their fiduciary duties.

WHEREFORE, Plaintiff demands judgment in her favor and against Defendant, for an amount in excess of \$75,000.00, plus interest, costs of suit, attorney's fees, and punitive damages, plus other relief which this Honorable Court deems necessary and just.

Respectfully Submitted,

WEISBERG LAW

BY: /s/ Matthew Weisberg
MATTHEW B. WEISBERG, ESQ.

DATED: 7-10-17

SCHAFKOPF LAW, LLC

BY: Gary Schafkopp
GARY SCHAFKOPF, ESQ.

DATED: 7-10-17

EXHIBIT A

1190HS

DATA SECTION

NUMBER: 2398215

DATE OF ISSUE: OCTOBER 01, 2006

INSURED: ERIC B DRAKE

SUM INSURED: \$500,000

ISSUE AGE: 53

FINAL EXPIRY DATE: OCTOBER 01, 2048

FINAL EXCHANGE DATE: OCTOBER 01, 2023

TEN YEAR LEVEL PREMIUM TERM WITH TEN YEAR PREMIUM GUARANTEE

OWNER: AS STATED IN THE APPLICATION
UNLESS LATER CHANGED

BENEFICIARY IS AS STATED IN THE APPLICATION UNLESS LATER CHANGED.

| BENEFIT | AMOUNT | ANNUAL PREMIUM* PAYABLE FOR | 10 YEARS |
|--|-----------|-----------------------------|----------|
| RENEWABLE TERM INSURANCE IMMINENT DEATH ACCELERATED BENEFITS RIDER 4 | \$500,000 | \$3440.00 | N/A |
| CHRONIC ILLNESS ACCELERATED BENEFITS RIDER 5 | SEE RIDER | NONE | N/A |
| | SEE RIDER | NONE | N/A |

THE FIRST PREMIUM FOR A 3 MONTH INTERVAL IS \$894.40*.

*INCLUDES \$75.00 PER YEAR POLICY FEE.

THIS POLICY IS IN A STANDARD PREMIUM CLASS.

THE INSURED HAS BEEN CLASSIFIED A PREFERRED SMOKER.

THE EXCHANGE INTEREST RATE IS 8.0% COMPOUNDED PER YEAR.

SEE NEXT PAGE FOR ALL POLICY YEARS.

DATA SECTION

GLIO

2398215

FIRST OF FOUR PAGES

EXHIBIT B



National Life Insurance Company®

December 11, 2015

FICHE COPY

#BWNODPH
ERIO E DRAKE
1211 GEORGE RD
MEADOWBROOK PA 18046-1111

RE: Policy No. 239821500 on the life of Eric E Drake

Your policy has lapsed for nonpayment of the premium due October 1, 2015.

In accordance with its provisions, the policy is cancelled without value.

We urge you to consider reinstatement of this coverage. The loss of future benefits may leave a serious gap in the financial protection provided to your beneficiary. To request reinstatement, please complete the enclosed application and return it to this office with the Total Amount Due on or before January 11, 2016.

As a policy owner, you are very important to us. Please do not hesitate to call your agent listed below or call 800 732-8939, if you need any additional information or assistance.

Customer Services

Enclosures

FOR SERVICE CONTACT:
Steven A Fishman CLU
21 Main St
Hackensack NJ 07601-7054
201 226-1050

OR OUR OFFICE:
Victor Muro CLU ChFC
Ste 1050
2033 Lincoln Hwy
Edison NJ 08817-3351
212 986-0400

National Life Group® is a trade name of National Life Insurance Company, Montpelier, VT and its affiliates.

P: 800-732-8939 | F: 802-229-7054 | www.NationalLifeGroup.com
Centralized Mailing Address: One National Life Drive, Montpelier, VT 05604
TC19316(0604)
00230821500 K508 BSL 115 25040500M 20161214 FC 046000317 DRAKE

ERIC

E

Page 1
6

ERIC COPY

LIFE REINSTATEMENT
APPLICATIONNational Life Insurance Company
Montpelier, Vermont 05604

Insured Elio E Drake

Policy Number 2399216

Please complete questions 1 and 2 and sign on Page 2.

If question 1a, 1b, or 1c is answered "Yes", give dates and details.
Include name and address of physician or practitioner consulted.

1. Since the date the unpaid premium was due, has the Insured:

a. consulted, been diagnosed or treated by a physician, practitioner or other health care provider for any illness, disease or injury? Yes No

b. applied for or received disability compensation from any source? Yes No

c. applied for life, health or disability insurance or reinstatement of life, health or disability insurance which was declined, postponed or modified in any way? Yes No

2. Since the date the unpaid premium was due, has the Insured been both:(a) actively at work at the customary workplace; and (b) actually doing the usual duties and functions required by the position during normal working hours and weekly period? Yes No

If question 2 is answered "No", please give details.

3. This application and the amount due must be returned to the Company on or before

January 11, 2016

4. Amount Due

| | | |
|-------------------|---------------------|-------------------|
| 10/2015 - 04/2016 | Premium \$ | <u>\$1,341.60</u> |
| | Dividend \$ | <u></u> |
| | Premium Interest \$ | <u></u> |
| | Loan Interest \$ | <u></u> |
| | Interest thereon \$ | <u></u> |
| | \$ | <u></u> |
| | \$ | <u></u> |
| | Total \$ | <u>\$1,341.60</u> |

5. Additional Policy Numbers (Retirement Services Use Only)

Make checks payable to
National Life Insurance Company.
Do not make checks payable to
the agent or leave the payee blank.
Checks and drafts are accepted only subject to collection.

1457-91 PA

-1-

FICHE COPY

Agreement - Please Read and Sign

The statements and answers to Questions 1 and 2 are complete and true to the best knowledge and belief of the Insured and the Owner. This application shall be part of this contract of insurance. The Owner agrees to be bound by all statements and answers signed by the Insured in this application.

It is understood that the Company reserves the right to request additional information.

The Company shall incur no liability unless and until:

- a. this reinstatement has been approved by the Company; and
- b. any charge for this reinstatement has been paid in full.

This reinstatement, if approved, shall be irrefutable as to statements contained in this application after it has been in effect during the life of the Insured for two years, except for nonpayment of premiums due.

Authorizations

I, the Insured, hereby authorize any licensed physician, medical practitioner, hospital, clinic or other medical or medically related facility, insurance company, the Medical Information Bureau or other organization, institution or person, that has any records or knowledge of me or my health, to give to the Company or its reinsurers any such information. In addition, I authorize the Company to obtain an investigative consumer report. This authorization shall remain valid for 30 months from the date shown below. I also acknowledge receipt of copies of the Pre-notifications relating to investigative consumer reports and the Medical Information Bureau. A photographic copy of this authorization shall be as valid as the original.

Notice

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Signed at _____ on _____
City & State _____ Month/Day/Year _____
Print name of Insured _____ Insured _____
(Signature of parent or guardian if Insured is a minor.)

Print name of Owner → Owner * → Sign name in full

* Only one signature is required if Insured is the Owner. If Owner is a Trust, must be signed by the trustees. (If individual trustee(s), ALL must sign unless one or more is authorized to act on behalf of all. If corporate trustee, include title and signature of authorized officer.)



National Life Insurance Company®
 Life Insurance Company of the Southwest®

HIPAA Compliant Authorization
 for Release of Health-Related Information

I authorize any health plan, physician, health care professional, hospital, clinic, laboratory, pharmacy, medical facility, prescription benefit manager, or other health care provider that has provided payment, treatment or services to me or on my behalf within the past 10 years (collectively, "My Providers") to disclose my entire medical record, prescription drug information, and any other protected health information concerning me to National Life Insurance Company and Life Insurance Company of the Southwest (collectively, "The Company") and The Company's agents, employees, reinsurers, and representatives. I further authorize MIB, Inc. to disclose to The Company, or its reinsurers, any records or knowledge of me or my health, my entire medical record, prescription drug information, and any other protected health information concerning me. This includes information on the diagnosis or treatment of Human Immunodeficiency Virus (HIV) infection and sexually transmitted diseases. This also includes information on the diagnosis and treatment of mental illness and the use of alcohol, drugs and tobacco, but excludes psychotherapy notes. I further authorize The Company to redisclose any protected health information concerning me to The Company's reinsurers and to MIB, Inc., which operates an information exchange on behalf of life and health insurance companies.

By my signature below, I acknowledge that any agreements I have made to restrict my protected health information do not apply to this Authorization and I instruct My Providers to release and disclose my entire medical record without restriction.

This protected health information is to be disclosed under this Authorization so that The Company may: (1) underwrite my application for coverage, make eligibility, risk rating, policy issuance and enrollment determinations; (2) obtain reinsurance; (3) administer claims and determine or fulfill responsibility for coverage and provision of benefits; (4) administer coverage; and (5) conduct other legally permissible activities that relate to any coverage I have or have applied for with The Company.

This Authorization shall remain in force for 30 months following the date of my signature below, and a copy of this Authorization is as valid as the original. I understand that I have the right to revoke this Authorization in writing, at any time, by sending a written request for revocation to National Life Insurance Company or Life Insurance Company of the Southwest, Centralized Mailing Address, One National Life Drive, Montpelier, VT 05604, Attention: Privacy Officer. I understand that a revocation is not effective to the extent that any of My Providers has relied on this Authorization or to the extent that The Company has a legal right to contest a claim under an insurance policy or to contest the policy itself. I understand that any information that is disclosed pursuant to this Authorization may be redisclosed and no longer covered by federal rules governing privacy and confidentiality of health information.

I understand that My Providers may not refuse to provide treatment or payment for health care services. If I refuse to sign this Authorization, I further understand that if I refuse to sign this Authorization to release my complete medical record, The Company may not be able to process my application, or if coverage has been issued, may not be able to make any benefit payments. I acknowledge that I have received a copy of this Authorization.

Proposed Insured/Patient: (Print)

Date of Birth:

Signature of Proposed Insured/Patient or Personal Representative: Today's Date: (mm/dd/yyyy)

Description of Personal Representative's Authority or Relationship to Patient:

0164(10/16) National Life Group® is a trade name of National Life Insurance Company, Montpelier, VT, Life Insurance Company of the Southwest (LSW), Addison, TX and their affiliates. Each company of National Life Group is solely responsible for its own financial condition and contractual obligations. LSW is not an authorized insurer in New York and does not conduct insurance business in New York.

Page 1 of 2

Centralized Mailing Address: One National Life Drive, Montpelier, VT 05604 | www.NationalLife.com

00269882f800 1008 010 15046709120351214 10 040000317 DRAKE ERIC E 0

EXCERPT COPY

Information to Health Care Provider

Questions & Answers about Release of Protected Health Information to a Life or Disability Income Insurer.

1. May I release complete personal medical information to a life or disability income insurance company?

Yes. As you did before the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule became effective, a medical care provider may disclose complete Protected Health Information (PHI) to organizations not subject to the Privacy Rule as long as the applicant has signed a HIPAA compliant authorization.

2. Does the "minimum amount necessary" rule apply to this release to a life or disability income insurer?

No. The "minimum amount necessary" rule does not apply as long as a HIPAA compliant authorization is signed. This question was specifically addressed by Health and Human Services (HHS) in a Q and A published December 4, 2002: "Uses and disclosures that are authorized by the individual are exempt from the minimum necessary requirements. For example, if a covered health care provider receives an individual's authorization to disclose medical information to a life insurer for underwriting purposes, the provider is permitted to disclose the information requested on the authorization without making any minimum necessary determination. The authorization must meet the requirements of 45 CFR 164.508."

3. Can an insurer request disclosure of a person's "entire" medical record or does it have to refer to specific items in a medical file only?

Yes. HIPAA allows insurers to seek and providers to disclose a person's entire medical record, if the authorization used clearly states that the entire medical record is to be disclosed (e.g., "I authorize you to disclose my entire medical record.")

4. Does HIPAA mandate the use of one specified form of authorization by everyone?

No. HIPAA requires that certain specified "elements" be included in a valid authorization to disclose protected health information. HIPAA does not mandate that a specific form be used. Both covered and non-covered entities are free to use any format they wish so long as it is compliant with HIPAA's requirements. The signed authorization contains all of the elements required by HIPAA.

5. What should I do if I had previously agreed to a restriction and now receive an authorization to release the "entire medical record?" Does the authorization cover PHI that was restricted?

You may release all medical records, restricted and otherwise if a patient has previously requested a restriction and later signs an authorization which removes the restriction. The wording of this authorization specifically releases any restricted information.

This HIPAA compliant authorization and Questions and Answers were created by the American Council of Life Insurers.

National Life Insurance Co.
Montpelier, Vermont 05604
Policy Number Due Date
2398215 01/01/2016

**INSURANCE
PAYMENT REQUEST**

Amount Payable

Please make check payable to:
National Life Insurance Co.

03 2398215000 36001 0000089440 0000089440 0 0 9

#BWNCDPH
ERIC E DRAKE
1211 GEORGE RD
MEADOWBROOK PA 19046-1111

NATIONAL LIFE INSURANCE CO.
PO BOX 371894
PITTSBURGH PA 15250-7894

119

Detach along perforation

ERIC E DRAKE 2898248 DUE DATE 01/01/2016 CODE AM
LIFE PREMIUM-QUARTERLY 884.40 1
NET DUE: 884.40

TO MAKE A PAYMENT YOU CAN SIMPLY LOG IN THROUGH OUR WEBSITE (WWW.NATIONALLIFEGROUP.COM) AND FOLLOW THE INSTRUCTIONS ON THE LANDING PAGE. THIS FAST, SIMPLE AND CONVENIENT PAYMENT OPTION ALLOWS YOU TO MAKE A PAYMENT DIRECTLY FROM YOUR CHECKING OR SAVINGS ACCOUNT.

PLEASE MAKE PAYMENT IN US CURRENCY
1 - ISSUED BY NATIONAL LIFE INSURANCE COMPANY.

118 FOR SERVICE CONTACT YOUR AGENT!
STEVEN A FISHMAN
21 MAIN ST
HACKENSACK NJ 07601

OR OUR LOCAL OFFICE:
VICTOR MUNG/JAMES ORTENZIO
STE 1060
2035 LINCOLN HWY
EDISON NJ 08817-3381
216-988-0400

NATIONAL LIFE INSURANCE CO. MONTPELIER, VT 05604 800 792-8939

*SEE REVERSE FOR NON-PORFEITURE INFORMATION.

National Life Insurance Co.
Montpelier, Vermont 05604
Policy Number Due Date
2398215 10/01/2015

**INSURANCE
PAYMENT REQUEST**

Amount Payable

Please make check payable to:
National Life Insurance Co.

LATE REMITTANCE OFFER

03 2398215000 15274 0000089440 0000089440 0 0 2

#BWNCDPH
ERIC E DRAKE
1211 GEORGE RD
MEADOWBROOK PA 19046-1111

NATIONAL LIFE INSURANCE CO.
PO BOX 371894
PITTSBURGH PA 15250-7894

119

Detach along perforation

ERIC E DRAKE
LIFE 2099218 DUE DATE 10/01/2015 CODE A4
PREMIUM-QUARTERLY 804.40 1
NET DUE: 884.40

THE THIRTY-ONE DAY GRACE PERIOD FOR PAYMENT OF THE AMOUNT DUE HAS EXPIRED* AND YOUR POLICY HAS LAPSED. THE POLICY MAY BE REINSTATED WITHOUT INTEREST PENALTY OR EVIDENCE OF INSURABILITY BY PAYING THE AMOUNT DUE WHILE THE INSURED IS LIVING AND BEFORE Dec/02/2016.

POSSIBLE TAX CONSEQUENCES/LIABILITY MAY RESULT IF THE POLICY REMAINS IN A STATE OF LAPSE.

*SPECIAL NOTICE FOR LEGAL RESIDENTS OF FL., VT., ME & CA

IF THE INSURED OR OWNER OF THIS CONTRACT IS AGE 64 OR OLDER, AN ADDITIONAL 21 DAYS BEYOND THE END OF THE ORIGINAL GRACE PERIOD IS ALLOWED BEFORE A LAPSE IN COVERAGE OCCURS. THE AMOUNT DUE MUST STILL BE RECEIVED BY THE ABOVE DATE.

TO MAKE A PAYMENT YOU CAN SIMPLY LOG IN THROUGH OUR WEBSITE (WWW.NATIONALLIFEGROUP.COM) AND FOLLOW THE INSTRUCTIONS ON THE LANDING PAGE. THIS FAST, SIMPLE AND CONVENIENT PAYMENT OPTION ALLOWS YOU TO MAKE A PAYMENT DIRECTLY FROM YOUR CHECKING OR SAVINGS ACCOUNT.

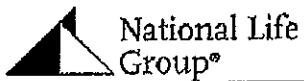
PLEASE MAKE PAYMENT IN US CURRENCY
1 - ISSUED BY NATIONAL LIFE INSURANCE COMPANY.

110 FOR SERVICE CONTACT YOUR AGENT:
STEVEN A FISHMAN
21 MAIN ST
HACKENSACK NJ 07601

OR OUR LOCAL OFFICE:
VICTOR MURO/JAMES ORTENZIO
STE 1080
2036 LINCOLN HWY
EDISON NJ 08817-3381
610-966-2162

NATIONAL LIFE INSURANCE CO., MONTPELIER, VT 05604 800 782-8939

*SEE REVERSE FOR NON-PORFEITURE INFORMATION.



National Life Insurance Company®

Annual Statement

October 1, 2015

FICHE COPY

#BWNODPH
 ERIC E DRAKE
 1211 GEORGE RD
 MEADOWBROOK PA 19046-1111

Policy Information

| | |
|------------------------|-----------------------------------|
| Policy Number: 2398215 | Anniversary Date: October 1, 2015 |
| Insured: Eric E Drake | Owner: Eric E Drake |

Policy Coverages on Anniversary Date

| | |
|--------------------------|--------------|
| Base Policy Face Amount: | \$500,000.00 |
| Total Death Benefit: | \$500,000.00 |
| NET CASH VALUE: | \$0.00 |

Premium Information *(This is not a bill)*

| | |
|------------------------------|------------|
| Base Policy Annual Premium: | \$3,440.00 |
| Total Annual Policy Premium: | \$3,440.00 |

Supplemental Information

IMPORTANT POLICY OWNBR NOTICE: You should consider requesting more detailed information about your policy to understand how it may perform in the future. You should not consider replacement of your policy or make changes in your coverage without requesting a current illustration. You may annually request, without charge, such an illustration by contacting National Life or your agent. If you do not receive a current illustration of your policy within 30 days from your request, you should contact your state insurance department.

**For Service Contact:**

Steven A Fishman CLU
 21 Main St
 Hackensack NJ 07601-7054
 201 226-1050

Or Our Office:

Victor Muro CLU ChFC
 Ste 1050
 2035 Lincoln Hwy
 Edison NJ 08817-3351
 212 986-0400

National Life Group® is a trade name of National Life Insurance Company, Montpelier, VT and its affiliates.

P: 802-732-8939 | F: 802-228-7054 | www.NationalLifeGroup.com
 Centralized Mailing Address: One National Life Drive, Montpelier, VT 05604
 00239821500 000 118 28048146L 20161001 70 274601005 DRAKE

8816

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9

Statement date: October 1, 2015 FICHE COPY
Policy Number: 2398215
Insured: Eric E Drake

Policy Information Available on the Web

Customers can access policy information from the National Life Group website at www.nationallife.com.

By registering at the website, you can log in for secure policy information, including: Policy Values, Coverage and Features, Daily Unit Values, Loan Balances, Change of Address, and Electronic Document Distribution.

If you need assistance or have questions, please contact Customer Services directly through the web.

In addition to Life Insurance, National Life offers tax deferred savings opportunities through annuities.

With annuities you get a guaranteed fixed rate of return and earnings grow income tax-deferred.

Annuities also offer:

- Avoidance of Probate - annuities pass directly to your named beneficiary free from the cost, delays and publicity of probate.
- Reduction in Provisional Income - if you are currently paying taxes on your Social Security benefits, annuities may help reduce these taxes.
- Guaranteed Lifetime Income - only annuities offer a lifetime income option - monthly payments that you cannot outlive.

For more information, contact your National Life representative.

Surrender penalties for early withdrawals, exceeding those allowed by the contract, and a 10% Federal Tax Penalty for withdrawals made prior to age 59 1/2, may be applicable.

National Life Group® is a trade name of National Life Insurance Company, Montpelier, VT and its affiliates.

P: 800-732-8939 | F: 802-229-7054 | www.NationalLifeGroup.com
Centralized Mailing Address: One National Life Drive, Montpelier, VT 05604
00239821500 009 119 2398215 20181001 274001008 DRAKE

ENTC E 0



National Life Insurance Company®
Life Insurance Company of the Southwest®

Privacy Notice To Our Customers

| FACTS | WHAT DOES NATIONAL LIFE INSURANCE COMPANY ("NLIC") AND LIFE INSURANCE COMPANY OF THE SOUTHWEST ("LSW") (each herein referred to as "the Company", and collectively as "the Companies") DO WITH YOUR PERSONAL INFORMATION? | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--|------------------------|--|-------------------------|------------------------|--|-----|----|--|-----|----|--|----|----------------|--|-----|----|--|----|----------------|-------------------------------------|----|----------------|------------------------------------|----|----------------|
| Why? | We know how much your privacy means to you so we want you to understand how we collect and share your personal information. Please read this notice carefully to understand what we do and what rights you have. | | | | | | | | | | | | | | | | | | | | | | | | | |
| How and what do we collect? | We collect your personal information: <ul style="list-style-type: none"> From you, including application information, such as assets and income and identifying information, such as name, address, and social security number; From your transactions with us, our affiliates, and nonaffiliates, such as balance information, payment history, and parties to a transaction; From consumer reporting agencies, such as creditworthiness and credit history; and With your authorization, medical information from other individuals or businesses. | | | | | | | | | | | | | | | | | | | | | | | | | |
| How do we share? | In the section below, we list some of the reasons the Company may share their customers' personal information; the reasons we choose to share personal information about you, and whether you can limit this sharing. | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Reasons we can share your personal information</th><th>Do the Companies share?</th><th>Can you limit sharing?</th></tr> </thead> <tbody> <tr> <td>For our everyday business purposes - such as to process your transactions, to respond to court orders and legal investigations, to prevent fraud, to our regulators, to group policyholders, and other disclosures to affiliates and nonaffiliates as permitted by law</td><td>YES</td><td>NO</td></tr> <tr> <td>For our marketing purposes - to offer our products and services to you</td><td>YES</td><td>NO</td></tr> <tr> <td>For joint marketing with other financial companies</td><td>NO</td><td>We don't share</td></tr> <tr> <td>For our affiliates' everyday business purposes - information about your transactions and experiences</td><td>YES</td><td>NO</td></tr> <tr> <td>For our affiliates' everyday business purposes - information about your creditworthiness</td><td>NO</td><td>We don't share</td></tr> <tr> <td>For our affiliates to market to you</td><td>NO</td><td>We don't share</td></tr> <tr> <td>For nonaffiliates to market to you</td><td>NO</td><td>We don't share</td></tr> </tbody> </table> | | | Reasons we can share your personal information | Do the Companies share? | Can you limit sharing? | For our everyday business purposes - such as to process your transactions, to respond to court orders and legal investigations, to prevent fraud, to our regulators, to group policyholders, and other disclosures to affiliates and nonaffiliates as permitted by law | YES | NO | For our marketing purposes - to offer our products and services to you | YES | NO | For joint marketing with other financial companies | NO | We don't share | For our affiliates' everyday business purposes - information about your transactions and experiences | YES | NO | For our affiliates' everyday business purposes - information about your creditworthiness | NO | We don't share | For our affiliates to market to you | NO | We don't share | For nonaffiliates to market to you | NO | We don't share |
| Reasons we can share your personal information | Do the Companies share? | Can you limit sharing? | | | | | | | | | | | | | | | | | | | | | | | | |
| For our everyday business purposes - such as to process your transactions, to respond to court orders and legal investigations, to prevent fraud, to our regulators, to group policyholders, and other disclosures to affiliates and nonaffiliates as permitted by law | YES | NO | | | | | | | | | | | | | | | | | | | | | | | | |
| For our marketing purposes - to offer our products and services to you | YES | NO | | | | | | | | | | | | | | | | | | | | | | | | |
| For joint marketing with other financial companies | NO | We don't share | | | | | | | | | | | | | | | | | | | | | | | | |
| For our affiliates' everyday business purposes - information about your transactions and experiences | YES | NO | | | | | | | | | | | | | | | | | | | | | | | | |
| For our affiliates' everyday business purposes - information about your creditworthiness | NO | We don't share | | | | | | | | | | | | | | | | | | | | | | | | |
| For our affiliates to market to you | NO | We don't share | | | | | | | | | | | | | | | | | | | | | | | | |
| For nonaffiliates to market to you | NO | We don't share | | | | | | | | | | | | | | | | | | | | | | | | |
| To whom? | <ul style="list-style-type: none"> When we disclose your personal information for the reasons discussed above, we do so to our affiliates and to nonaffiliates. Our affiliates include NLIC, LSW, Equity Services, Inc. and Sentinel Investments*. The nonaffiliates to whom we disclose your personal information include those who perform services on our behalf. We require the parties to whom we disclose your information to protect it and keep it confidential. | | | | | | | | | | | | | | | | | | | | | | | | | |
| How do we protect? | <ul style="list-style-type: none"> To protect your personal information we restrict access to personal information to those individuals, such as employees and agents, who provide you with our products and services. We require those individuals to protect it and keep it confidential. We maintain physical, electronic and procedural safeguards that comply with applicable standards to guard your information in accordance with the policies described in this notice. | | | | | | | | | | | | | | | | | | | | | | | | | |

8814(0713)
Cat. No. 47714

National Life Group is a trade name of National Life Insurance Company, Montpelier, VT, Life Insurance Company of the Southwest (LSW), Addison, TX and their affiliates. Each company of National Life Group is solely responsible for its own financial condition and contractual obligations. LSW is not an authorized insurer in New York and does not conduct insurance business in New York.

Page 1 of 2

Centralized Mailing Address: One National Life Drive, Montpelier, VT 05604 | www.NationalLifeGroup.com

0028881800 008 114 181000 86181001 FC 274001005 DRAKE 0100 0 0

| | |
|--|---|
| Confidentiality of information for victims of domestic violence or abuse | <p>The Companies have established policies and procedures to safeguard personal information, including contact, location or other confidential abuse information, for victims of domestic abuse and children residing with those victims. A "protected person" is a victim of domestic violence or abuse who notifies the Companies and requests confidential treatment of their personal information.</p> <p>If you wish to be a protected person or otherwise request confidential treatment of your information or that of your children and/or provide alternative contact information, please send your written request to the address listed below.</p> |
| Other important information | <ul style="list-style-type: none"> • You have certain rights to access the personal information we maintain about you if it is reasonably locatable and retrievable. • To obtain your personal information, submit a written request to the email or mail address below. You have certain rights to correct, amend, or delete information we maintain about you. • To correct, amend, or delete information we maintain about you, submit a written request to the email or mail address below. • If we agree to your request, we will correct, amend, or delete your information as applicable and notify affected parties as required by law. • If we do not agree to your request, you may file a concise statement regarding your information, which will be provided to affected parties as required by law. • Before we disclose information about your creditworthiness or your personal information other than as discussed above (which we do not currently do) we will provide you the opportunity to opt out of such disclosures. • Finally, information obtained from a report prepared by an insurance-support organization may be retained by the insurance-support organization and disclosed to other persons. |
| Questions? | <p>For more information, please contact us at</p> <ul style="list-style-type: none"> • Email: NLGCompliance@nationallifegroup.com • Phone: 800-732-8939 • Mail: National Life Group Market Conduct and Compliance M530 One National Life Drive Montpelier, VT 05604 |

*Sentinel Investments is the unifying brand name for Sentinel Financial Services Company, Sentinel Asset Management, Inc., and Sentinel Administrative Services, Inc.

National Life Insurance Co.
Montpelier, Vermont 05604
Policy Number Due Date
2398215 10/01/2015

INSURANCE
PAYMENT REQUEST

Amount Payable
894.40

Please make check payable to:
National Life Insurance Co.

01 2398215000 15274 0000087440 0000087440 0 0 2

#BNCDPH
ERIC E DRAKE
1211 GEORGE RD
MEADOWBROOK PA 19046-1111

NATIONAL LIFE INSURANCE CO.
PO BOX 371894
PITTSBURGH PA 15250-7894

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Detach along perforation

| | | | |
|-------------------|------|---------|-----------------------------|
| ERIC E DRAKE | LIFE | 2398215 | DUE DATE 10/01/2015 CODE A* |
| PREMIUM-QUARTERLY | | | 894.40 |
| NET DUE: | | | 894.40 |

TO MAKE A PAYMENT YOU CAN SIMPLY LOG IN THROUGH OUR WEBSITE (WWW.NATIONALLIFEGROUP.COM) AND FOLLOW THE INSTRUCTIONS ON THE LANDING PAGE. THIS FAST, SIMPLE AND CONVENIENT PAYMENT OPTION ALLOWS YOU TO MAKE A PAYMENT DIRECTLY FROM YOUR CHECKING OR SAVINGS ACCOUNT.

PLEASE MAKE PAYMENT IN US CURRENCY
* - ISSUED BY NATIONAL LIFE INSURANCE COMPANY.

119 FOR SERVICE CONTACT YOUR AGENT:
STEVEN A FISHMAN
21 MAIN ST
HACKENSACK NJ 07601

OR OUR LEGAL OFFICE:
VICTOR MURO/JAMES ORTENZIO
STE 1050
2035 LINCOLN HWY
EDISON NJ 08817-3351
212-986-0400

NATIONAL LIFE INSURANCE CO. MONTPELIER, VT 05604 800 782-8888

*SEE REVERSE FOR NON-FORFEITURE INFORMATION.

EXHIBIT C

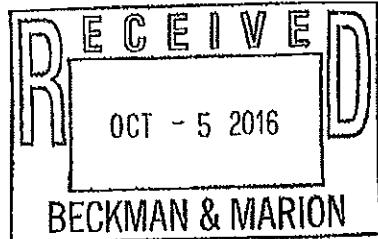


National Life Insurance Company®

December 30, 1899

#BWNCDPH

LAW OFFICES OF BECKMAN & MARION
ATTN BRADLEY T BECKMAN ESQ
5600 ONE LIBERTY PLACE
1650 MARKET STREET
PHILADELPHIA PA 19103



Re: Policy# 2398216 — Erlie E. Drake

Dear Mr. Beckman:

This letter is in response to your letter dated September 4, 2016, in regards to the life insurance policy number 2398216 for Erlie E. Drake. We understand that you are representing Mr. Drake's widow, Judith Drake, requesting that a claim be filed under this policy.

This policy was issued on October 1, 2006. According to our records, Mr. Drake paid his premiums quarterly. The last premium payment on file from Mr. Drake represented payment for the period of June 1, 2015 through September 30, 2015. We mailed a premium request for the period of October 1, 2015 through December 31, 2015 on September 2, 2016. In addition to this notice, we followed up with a request for premium payment on November 3, 2016 and again on December 2, 2016. On December 14, 2016 we advised Mr. Drake that his policy had lapsed on October 1, 2016, however we may reconsider reinstatement of his policy if premium was paid by January 11, 2016. We did not receive a response from Mr. Drake in regards to these inquiries. We have enclosed copies of the above-mentioned correspondence that was mailed to Mr. Drake from September 2, 2016 through December 14, 2016.

Our records indicate that all of our correspondence was mailed to the address of record for this policy. We did not receive any of our correspondence returned to us that was marked "undeliverable" or otherwise.

The Lapse and Grace Period provision states:

If any premium due is not paid on or before the day it is due, this policy shall lapse as of such date. All our liability shall then cease. However, a grace period of thirty-one days from the due date, during which the insurance shall stay in force, shall be allowed for the payment of every premium due except the first.

In conclusion, the above policy was paid through September 30, 2015, and the grace period ended October 31, 2015. Therefore, this policy has lapsed and is not in force.

Sincerely,

A handwritten signature in black ink, appearing to read "Catherine Harris".

Catherine Harris
Senior Claims Examiner, Claims Department
P: 800-232-5240 ext 9240 | F: 802-229-7353 | CHarris@nationallife.com

Enclosure

Co: 119 — Morristown/Agent: Steven A. Fishman CLU

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